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*Attorneys for Defendants*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**CHASSIN HOLDINGS CORPORATION, a  
British Virgin Islands business company,**

**Plaintiff,**

V.

FORMULA VC FUND I GP, L.P., a Cayman Islands limited partnership; FORMULA VC LTD., a Cayman Islands exempted company; and RENATA AKHUNOVA, an individual.

### Defendants.

Case No. 15-02294-MEJ

**STIPULATION REGARDING  
SERVICE OF COMPLAINT AND  
SUMMONS ON ALL DEFENDANTS  
AND COMMON DEADLINE FOR  
FILING A RESPONSIVE  
PLEADING; NOTICE OF  
WITHDRAWAL OF REQUEST FOR  
ENTRY OF DEFAULT AND  
MOTION FOR ALTERNATIVE  
SERVICE**

1  
2**RECITALS**

3           **WHEREAS** Plaintiff Chassin Holdings Corporation (“**Chassin**”) commenced the above  
 4 captioned action (the “**Action**”) on May 21, 2015 by filing the *Complaint for Violation of SEC*  
 5 *Rule 10b-5; Breach of Contract; Deceit; Fraud in the Sale of Securities; Breach of Fiduciary*  
 6 *Duty; Violation of Cal. Bus. Prof. Code § 17200; and Ancillary Relief* [D.I. 1] (the  
 7 “**Complaint**”); and

8           **WHEREAS**, on June 4, 2015, Chassin caused Defendants Formula VC Fund I GP, L.P.  
 9 (“**Formula GP**”) and Formula VC Ltd. (“**Formula Ltd.**”) to be served, through their registered  
 10 agent, with the Complaint, summons, and all other documents required to be served pursuant to  
 11 all applicable federal and local rules (together, the “**Service Package**”); and

12           **WHEREAS**, between May 28 and June 7, 2015, a process server engaged by Chassin  
 13 attempted service on Defendant Renata Akhunova at her last known addresses; and

14           **WHEREAS** on or about June 5, 2015, Chassin further caused the Service Package to be  
 15 sent to Defendant Renata Akhunova at her last known email addresses; and

16           **WHEREAS**, on or about June 8, 2015, Chassin further sent a request for waiver of  
 17 service of process to Defendant Renata Akhunova at her last known email addresses, which  
 18 request for waiver of service of process was not returned; and

19           **WHEREAS** Defendant Renata Akhunova retained the undersigned Leonard Grayver for  
 20 all purposes in the above captioned matter on or prior to June 10, 2015; and

21           **WHEREAS** Leonard Grayver contacted counsel to Chassin on June 10, 2015 and  
 22 informed counsel to Chassin that he was engaged to represent only Defendant Renata Akhunova  
 23 in the Action and was not authorized to accept service on Ms. Akhunova’s behalf; and

24           **WHEREAS** on July 16, 2015 Chassin filed its *Request to Enter Default Against*  
 25 *Defendants Formula VC Fund I GP, L.P. and Formula VC Ltd.* [D.I. 13] (the “**Default Request**”)  
 26 and *Plaintiff’s Motion for an Order Allowing Defendant Renata Akhunova to be Served (1) by*  
 27 *Email, or (2) by Email and Publication* [D.I. 15] (the “**Service Motion**”); and

28           **WHEREAS** on July 16, 2015, Mr. Grayver contacted counsel to Chassin and informed

such counsel that Mr. Grayver had been retained by Defendants Formula LP and Formula Ltd. and requested that the deadline for such Defendants to file a responsive pleading, which passed on June 25, 2015, be fixed at a future date to permit such Defendants to respond; and

**WHEREAS** Mr. Grayver has since been authorized by Defendant Renata Akhunova to accept service on her behalf and, on July 20, 2015, did accept service of the Service Package on Ms. Akhunova via email; and

**NOW, THEREFORE**, in consideration of the foregoing premises, and intending to be legally bound hereby, the parties, through their duly authorized undersigned counsel, hereby stipulate and agree as follows:

## **STIPULATION**

- A. Each of the recitals set forth herein is true and correct.
- B. The Defendants acknowledge that Formula GP, Formula Ltd., and Renata Akhunova have been properly served with the Service Package and waive any and all challenges to the sufficiency of such service; and
- C. The date by which the Defendants must file a responsive pleading to the Complaint is hereby fixed as August 14, 2015; and
- D. The Default Request and the Alternative Service Motion are hereby withdrawn by Chassin without prejudice.

1 DATED: July 20, 2015

WHITE & CASE LLP

2 By: /s/ Roberto J. Kampfer

3 Roberto J. Kampfner  
4 *Attorneys for Plaintiff*

5 GREENBERG WHITCOMBE TAKEUCHI  
6 GIBSON GRAYVER, LLP

7 By: /s/ Leonard Grayver

8 Leonard Grayver  
9 *Attorneys for Defendants*

10  
11 Pursuant to Civil L.R. 5-1(i)(3), I, Roberto J. Kampfner, attest that Leonard Grayver authorized  
12 me to electronically sign his name and file the above Stipulation via email received at 6:40 p.m.  
13 PST on July 20, 2015.

14  
15 By: /s/ Roberto J. Kampfner

16 Roberto J. Kampfner  
*Attorneys for the Plaintiff*

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